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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/972,403	10/05/2001	Imaddin Othman Albazz	CA920000071US1	3924
46320 7590 12/13/2007 CAREY, RODRIGUEZ, GREENBERG & PAUL, LLP STEVEN M. GREENBERG 950 PENINSULA CORPORATE CIRCLE SUITE 3020 BOCA RATON, FL 33487			EXAMINER MEYERS, MATTHEW S	
			ART UNIT 3629	PAPER NUMBER
			MAIL DATE 12/13/2007	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

09/972,403

Applicant(s)

ALBAZZ ET AL.

Examiner

Matthew S. Meyers

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 28 September 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1,3,5-11,13-19,21-25,27,29-35 and 37-40 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1, 3,5-11, 13-19, 21-25, 27, 29-35, and 37-40 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### DETAILED ACTION

1. This action is in response to applicant's communication on 10/28/2007, wherein claims 1,3,5-11,13-19,21-25,27,29-35 and 37-40 are currently pending.

### *Priority*

2. Applicant's claim for the benefit of a prior-filed application under 35 U.S.C. 119(e) or under 35 U.S.C. 120, 121, or 365(c) is acknowledged.

### ***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

4. **Claims 1,3,5-11,13-19,21-25,27,29-35 and 37-40** are rejected under 35 U.S.C. 102(b) as being anticipated by Conklin et al. (U.S. 6,338,050) (Hereinafter referred to as Conklin).

5. With respect to **Claims 1, 9, 17, 25, and 33**:

Conklin discloses a system, method, and computer program product of workflow control of contractual activities under a contract comprising a predefined set of terms and conditions (Conklin col. 14, lines 30-33, "It is an aspect of the present invention that it provides comprehensive iterative bargaining abilities for both buyers and sellers that

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enable them to negotiate all the terms and conditions of a transaction--not just the price.", comprising the steps of:

storing the contract terms and conditions (Conklin col. 14, lines 1-29, "The system maintains internal databases..."),

receiving information (Conklin col. 14, lines 1-29, "All this is done through a multivariate negotiations engine system operated at the system provider's Internet site..."), and

referencing the terms and conditions of the contract to process the information and generate user interfaces in response (Conklin col. 14, lines 1-29, "...allows a buyer/participant to search and evaluate seller information..."), and

communicating a user interface to a contracting party (Conklin col. 17, lines 14-16, "communicating over telecommunications link" and col. 14, lines 1-29, "...allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms..."), wherein

the user interface displays selected information based on terms and conditions in the contract (Conklin col. 14, lines 1-29, "...allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms...") (Examiner notes that this claimed limitation is not present in claims 9, 17, and 33 but included for grouping purposes)

the contract is generated by:

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storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract (Conklin Col. 19, lines 38-56, "Sponsor 06 also monitors activity, collects fees, establishes standards or rules (or both) for the community, and promotes successes." and Figs. 4a and 4b and col. 32 lines 7-35) (Examiner notes that it is inherent within Conklin, that the links have been generated and interlocked (joined) between a seller and sponsor through logical interrelationships amongst the various databases in a community.)

6. With respect to **Claims 2 and 26:**

Cancelled

7. With respect to **Claims 10, 18, and 35:**

Conklin discloses the user interface displays selected information based on terms and conditions in the contract (Conklin col. 14, lines 1-29, "...allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms...").

8. With respect to **Claims 3, 11, 19, 27, and 35:**

Conklin discloses in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the user interface displays a filtered product list comprising a subset of products from a master product list (Conklin col. 19, lines 57-60, "Buyer processes shown in FIG. 1g include search and evaluate processes, which enable a prospective buyer to find companies and their products in the community and investigate their prices, terms and service offerings.").

9. With respect to **Claims 4, 12, 20, 28, and 36:**

Cancelled.

10. With respect to **Claims 5, 13, 21, 29, 37:**

Conklin discloses storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and generating links between the product list filter, the terms and conditions set and the master list of products (Conklin col. 21, lines 37-43, "Unique id's feature is used to insure the proper data is found and transmitted. That is, the present invention associates unique identifiers (id's) with each sponsor, participant, and type of data or transaction. Since database functions are integrated directly with the other functions of the invention, faster processing and updating of the database is enabled.").

11. With respect to **Claims 6, 14, 22, 30, and 38:**

Conklin discloses the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products (Conklin Fig 1g, item 70, "Search & Evaluate").

12. With respect to **Claims 7, 15, 23, 31, and 39:**

Conklin discloses the contract comprises dynamic elements which can be unilaterally altered by a contracting party (Conklin col. 23, lines 37-53, "participant proposing terms to another participant on an initiating terminal (or desktop computer or workstation, etc.) over the Internet through multivariate negotiations engine system, thereby creating a communications path which is ultimately directed by multivariate negotiations engine system over the Internet to the destination terminal at which the selected other participant is active.").

13. With respect to **Claims 8, 16, 24, 32, and 40:**

Conklin discloses the product list filter is a dynamic element (Conklin col. 14, lines 1-29, "...allows a buyer/participant to search and evaluate seller information, propose and negotiate orders and counteroffers that include all desired terms...").

***Response to Arguments***

14. Applicant's arguments filed 9/28/07 have been fully considered but they are not persuasive.

15. Examiner cites particular columns and line numbers in the references as applied to the claims for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in

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entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

16. With regard to applicant's argument that Conklin does not disclose, "the contract is generated is two separate storing steps, a generating step, and an interlocking step.", the Examiner respectfully disagrees. After a thorough search of applicant's specification, Examiner has found only two references to "interlocking":

[0025] "... the contract is generated by storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract, storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules, generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and **interlocking** the compilation of business rules, the terms and conditions set and the links to lock the contract; the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products; the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products; the contract comprises dynamic elements which can be unilaterally altered by a contracting party; and/or the product list filter is a dynamic element."



[0096] Signed contracts are either automatically activated by the system upon **interlocking** of contract elements, or manually published (i.e. set to an 'Active' state by the administrator). Active contracts are exposed to other e-commerce subsystems, such as order management, fulfillment, billing and payment, services, etc. The contract PLF determines which products from the seller's master product list sources are made visible to buyer personnel for processing under the contract.

neither reference clearly defines "interlocking" differently than an ordinary meaning, found in any dictionary.

rv

*American Heritage Dictionary - Cite This Source - Share This*

**In-ter-lock**  (in'tər-lɒk') Pronunciation Key

v. **in-ter-locked, in-ter-lock-ing, in-ter-locks**

v. *tr.*

1. To unite or join closely as by hooking or dovetailing.
2. To connect together (parts of a mechanism, for example) so that the individual parts affect each other in motion or operation.

Therefore, when construing the claim consistent with MPEP §2111, Examiner is able to give the claim its broadest reasonable interpretation consistent with the specification. Here, the Examiner interprets "a generating step, and an interlocking" to mean that the rules have been generated and then joined.

***Conclusion***

17. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.


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Any inquiry concerning this communication or earlier communications from the examiner should be directed to Matthew S. Meyers whose telephone number is (571)272-7943. The examiner can normally be reached on M-F 8:30-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571)272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

MSM  
12/3/07



JOHN G. WEISS  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 3600